

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

Case No. 2:18-cv-10523-GCS-APP

v.

Hon. George Caram Steeh

MEMORIAL HEALTHCARE,

Defendant.

CONSENT DECREE

The Equal Employment Opportunity Commission commenced this action on February 12, 2018, alleging that Defendant Memorial Healthcare (“Memorial”), engaged in discriminatory employment practices in violation of Title VII of the Civil Rights Act of 1964 (“Title VII”) and Title I of the Civil Rights Act of 1991 when it denied Yvonne Bair the requested religious accommodation of wearing a mask instead of having a flu inoculation and revoked her offer of employment.

The Commission and Memorial agree that this action should be resolved by entry of this Consent Decree. This Consent Decree shall fully dispose of the claims arising out of the complaint filed by the Commission in Case No. 2:18-cv-10523 on behalf of Bair.

It is therefore the finding of this Court, made on the pleadings and the record as a whole, that: 1) the Court has jurisdiction over the parties and the subject matter

of this action; 2) the purpose and provisions of Title VII will be promoted and effectuated by the entry of this Consent Decree; and 3) this Consent Decree resolves the matters in controversy between the parties as provided in the paragraphs below.

Therefore, it is hereby ORDERED, ADJUDGED AND DECREED:

NON-DISCRIMINATION AND RETALIATION

1. Memorial and its officers, agents, employees and successors (a) are enjoined from denying applicants hire because of religious beliefs, (b) are enjoined from denying applicants hire due to the need for religious accommodation and (c) shall make all reasonable attempts to accommodate requests for religious accommodations, including requests based on religious objections to inoculation.
2. Memorial and its officers, agents, employees and successors are enjoined from retaliating against any person because of opposition to any practice made unlawful under Title VII, or because of the filing of a charge, the giving of testimony, assistance, or participation in any manner in an investigation, proceeding or hearing in connection with this case under Title VII.

MONETARY RELIEF

3. Memorial shall pay back pay to Yvonne Bair in the amount of \$34,418.34, subject to applicable withholdings. Memorial shall not deduct from the back pay amount the employer's share of any costs, taxes or social security required by law to be paid by the employer. Memorial shall pay Bair non-pecuniary

compensatory damages in the amount of \$20,000.00, and punitive damages in the amount of \$20,000.00. Memorial shall not deduct any amounts from the payment of compensatory or punitive damages. An IRS Form 1099 shall be issued for compensatory and punitive damages. Memorial is not responsible for the payment of any federal, state or local taxes on the 1099 amount.

4. The payment(s) to Bair shall be mailed directly to her home address by certified mail within thirty (30) days after this Consent Decree has been entered by the Court. Within fourteen (14) days of mailing the payment(s), Memorial shall send photocopies of the check(s) and certified mail receipt(s) to the attention of the Regional Attorney, c/o Dale Price, Senior Trial Attorney, 477 Michigan Avenue, Room 865, Detroit, MI 48226 and shall also email copies to monitoring-eeoc-into@eeoc.gov.

POLICY AND NOTICE POSTING

5. Memorial shall submit a copy of its revised policy and procedure pertaining to religious discrimination and accommodation within thirty (30) days of the entry of this Decree. The policy shall specify that requests for a religious exemption from the inoculation policy will be honored in the same manner as medical exemptions from the same policy and shall comport with Title VII's requirements for religious accommodation.
6. Memorial shall post the Notice attached as Appendix A to this Decree in a conspicuous place on its premises. Said notice shall remain posted throughout

the term of this Decree. If the Notice becomes defaced, marred, or otherwise unreadable, Memorial shall post a readable copy of the Notice in a conspicuous place on its premises as soon as practicable.

TRAINING

7. Within ninety (90) days after this Decree has been entered by the Court and annually thereafter during the term of this Consent Decree, Memorial shall provide training on religion-based discrimination to all of its executives, managers, supervisors and human resources personnel. The subject matter of the training shall include Title VII's prohibition against failing or refusing to hire applicants because of their religious beliefs and/or their need for a religious accommodation. The training shall also cover an employer's obligation to provide reasonable religious accommodations that would not pose undue hardship. Within thirty (30) days after completion of the training program, Memorial shall provide the Commission with a formal letter confirming that all executives, managers, supervisors and human resources personnel received the training, and provide a roster of all persons who were in attendance. This information shall be sent to the attention of Kenneth L. Bird, Regional Attorney, c/o Dale Price, Senior Trial Attorney, 477 Michigan Avenue, Room 865, Detroit, MI 48226 and shall also be sent via email to monitoring-eeoc-into@eeoc.gov.

REPORTING

8. During the term of this Decree, within thirty (30) days of receiving any request for a religious accommodation, Memorial shall notify the Commission of such request using the address above and provide the following information: 1) the applicant or employee's name, job title, address and phone number; 2) the location where the applicant/employee was looking to be/was employed; 3) the nature of the accommodation requested; 4) the outcome of the request and reasons for denial (if applicable); and 5) whether the offer of employment was rescinded or the employee was discharged and, if so, the date of rescission or discharge. All notifications shall be directed to Kenneth L. Bird, Regional Attorney, c/o Dale Price, Senior Trial Attorney, 477 Michigan Avenue, Room 865, Detroit, MI 48226 and shall also be sent via email to monitoring-eeoc-indo@eeoc.gov.

DURATION

9. The term of this Decree shall be for three (3) years following the date of entry of this Decree.

JURISDICTION, DISPUTE RESOLUTION AND COMPLIANCE

10. The Court shall retain jurisdiction and will have all available equitable powers, including injunctive relief, to enforce any and all parts of this Decree. Upon motion of the Commission, the Court may schedule a hearing for the purpose of reviewing compliance with this Decree. The parties shall engage

in a good faith effort to resolve any dispute as to compliance prior to seeking review by the Court.

11. Memorial shall allow the Commission to review compliance with the Decree. As part of such review, the Commission may (a) examine and copy Memorial's documents which are pertinent to the Commission's allegations of non-compliance; (b) inspect the premises; and (c) interview employees during normal operating hours and upon reasonable notice. In the event the Court determines that Memorial has not complied, the Court may order appropriate relief including an extension of the Decree for the time necessary to remedy non-compliance, an award of attorney's fees and costs and an award of fines for contempt of court.

MISCELLANEOUS

12. Each party shall bear its own costs and fees incurred as a result of this litigation.
13. If any provision(s) of this Decree is/are found to be unlawful, only the specific provision(s) in question shall be affected and the other provisions will remain in full force and effect.
14. The terms of this Consent Decree are and shall be binding upon the present and future owners, officers, directors, employees, creditors, agents, trustees, administrators, successors, representatives, and assigns of Memorial.
15. Memorial shall provide prior written notice to any potential purchaser of

Memorial's operations--any purchaser of all or a portion of Memorial's assets, or to any other potential successor--of this lawsuit, the allegations contained therein, and this Consent Decree during the term of the Consent Decree.

16. Any modification to this Decree must be ordered by the Court.

For the Commission

For Memorial Healthcare

/s/ Dale Price

By: Dale Price (P55578)

/s/ Brian L. Long w/ perm.

By: Brian L. Long

Its President and CEO

IT IS SO ORDERED:

Date: June 21, 2019

s/George Caram Steeh

Hon. George Caram Steeh

United States District Judge

Copies to:

Dale Price, Trial Attorney
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
477 Michigan Avenue, Room 865
Detroit, MI 48226

APPENDIX A

EMPLOYEE NOTICE

**Posted Pursuant to a CONSENT DECREE entered in
E.E.O.C. v. Memorial Healthcare, Case No. 2:18-cv-10523, with the U.S.
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, Detroit Field
Office**

NOTICE OF NON-DISCRIMINATION POLICY

This Notice is being posted to inform you of your rights guaranteed under Title VII of the Civil Rights Act, 42 U.S.C. § 2000e *et seq.* Title VII prohibits discrimination in the workplace based on race, color, religion, sex, or national origin. Title VII also requires an employer to provide reasonable religious accommodations to employees.

The U.S. Equal Employment Opportunity Commission (“EEOC”) is the federal agency which investigates charges of unlawful employment discrimination and, if necessary, brings lawsuits in federal court to enforce the employment provisions of Title VII. Any employee who believes that he/she is the victim of discrimination or harassment has the legal right to file a charge of discrimination with the EEOC. You may contact the EEOC at **800-669-4000**. Memorial Healthcare supports and will comply with this federal law in all respects and will not take any action against any applicant or employee because they have exercised their rights under this law.

Date

Memorial Healthcare